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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

ALYSSA GRAY and LAURA GRAY, **Plaintiffs,** **v.** **SMITHKLINE BEECHAM CORPORATION d/b/a GLAXOSMITHKLINE,** **and** **GLAXOSMITHKLINE L Defendants.LC,**	**Case No: 5:17-cv-03346**

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs ALYSSA GRAY and LAURA GRAY (hereinafter "Plaintiffs") bring this action against Defendants SMITHKLINE BEECHAM CORPOARTION d/b/a GLAXOSMITHKLINE and GLAXOSMITHKLINE LLC (hereinafter "GSK") and upon information and belief allege as follows:

STATEMENT OF FACTS

This is a products liability case arising out of the severe personal injuries of Alyssa Gray, suffered as a result of Laura Gray's ingestion of Paxil, a prescription drug manufactured and marketed by GSK, during her pregnancy with Alyssa Gray.

PARTIES

1. Plaintiff Laura Gray currently is a citizen and resident of Texas. At all relevant times, Laura Gray was a citizen and resident of California. Laura Gray ingested Paxil during her pregnancy resulting in severe injuries to her daughter, Alyssa Gray.

2. Plaintiff Alyssa Gray currently is a citizen and resident of Texas. At all relevant times, Alyssa Gray was a citizen and resident of California and was treated for her injuries in Palo Alto, San Jose County, California. Alyssa Gray has been diagnosed with multiple cardiac birth defects, including but not limited to Tetralogy of Fallot and related conditions, from which she continues to suffer.

3. Plaintiffs bring this action to recover damages, including medical and other expenses related to treatment resulting from birth defects and/or related illnesses suffered by Alyssa Gray, including punitive damages and such other relief as requested herein, for injuries suffered as a direct result of Laura Gray's ingestion of Paxil during her pregnancy with Alyssa Gray.

4. Defendant SmithKline Beecham Corporation d/b/a GlaxoSmithKline was a Pennsylvania corporation that redomesticated to Delaware and subsequently converted to a Delaware limited liability company and changed its name to GlaxoSmithKline LLC on October 27, 2009. Upon information and belief, Defendant GlaxoSmithKline LLC is a successor in interest to SmithKline Beecham Corporation. Upon information and belief, GlaxoSmithKline LLC's sole member is GSK Holdings, which is a corporation incorporated under Delaware law with its principal place of business in Delaware. At all times hereinafter mentioned, GSK was and is a

pharmaceutical company involved in research, development, testing, manufacture, production, promotion, distribution, and marketing of pharmaceuticals for distribution, sale and use by the general public, including the drug Paxil (known generically as paroxetine), an antidepressant, throughout the United States and the State of California.

JURISDICTION AND VENUE

5. Jurisdiction is proper pursuant to 28 U.S.C. § 1332. All parties to this action are of diverse citizenship. The amount in controversy exceeds $75,000, exclusive of interest and costs.

6. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to this complaint occurred in Palo Alto, San Jose County, California.

GENERAL ALLEGATIONS

7. The drug “paroxetine” is manufactured, promoted, distributed, labeled and marketed by GSK under the trade name Paxil®, Paxi1 Oral Suspension®, and Paxil CR®, and is a member of a class of drugs known as "selective serotonin reuptake inhibitors" or "SSRIs." Paxil was first approved for use in the United States by the FDA in 1992 for the treatment of depression in adults. Paxil has never been approved by the FDA for use with pregnant women.

8. Laura Gray ingested Paxil during her pregnancy with Alyssa Gray.

9. Alyssa Gray was born on June 10, 1997 at Doctors Medical Center of Modesto in Modesto, California. At birth, Alyssa Gray suffered from multiple birth defects and related conditions and was transferred to Lucile Packard Children’s Hospital at Stanford in Palo Alto, San Jose County, California for care and treatment.

10. At the time Paxil was ingested by Laura Gray, GSK knew through pre-market studies and post-marketing studies and reports that Paxil was associated with a significant increased risk of birth defects in babies whose mothers ingested Paxil during pregnancy.

11. Prior to Laura Gray becoming pregnant, GSK had the knowledge, the means and the duty to provide the medical community and the consuming public with a stronger warning regarding the association between Paxil and congenital defects and related conditions, through all means necessary, including but not limited to labeling, continuing education, symposiums, posters, sales calls to doctors, advertisements and promotional materials. Further, based upon the alarming evidence and "signals" that had been accumulating since the 1990s evidencing and demonstrating a relationship between Paxil and birth defects and/or fetal demise, including, but not limited to, the information known or that should have been known from all animal and human studies, case reports, adverse event reports, registries and other available sources, GSK had a duty to conduct post-marketing studies to evaluate fully the significance of these studies. GSK breached these duties.

12. Notwithstanding this knowledge, GSK aggressively and actively promoted Paxil for use with pregnant women. GSK encouraged its sales force to promote Paxil to pregnant women and touted Paxil as being a safer alternative for pregnant women. Indeed, GSK even suggested that Paxil was safer and more efficacious than other SSRIs on the market, such as Prozac and Zoloft. In fact, none of this was true. At the time Paxil was marketed to healthcare professionals and ingested by Laura Gray, GSK was engaged in illegal and improper marketing and sales of many of its drugs, including Paxil. These marketing misrepresentation were done to give a false impression of both the safety and efficacy of the drug to the medical community, prescribing doctors and patients. This improper marketing and misrepresentations occurred during the same time when GSK failed to disclose the risks to pregnant women and women of child bearing age. Thus, the misleading activities concerning Paxil gave an overall false and misleading safety and efficacy profile of Paxil as evidenced several years later by GSK's guilty plea.

13. In November of 2011, following an investigation led by the U.S. Attorney's office, GSK agreed to resolve criminal and civil liabilities related to GSK's sales and marketing practices for nine products, including Paxil, by making payments totaling $3 billion. Under the terms of the settlement, GSK pled guilty to violations of the Federal Food, Drug and Cosmetic Act and entered into a Corporate Integrity Agreement with the Office of Inspector General of the U.S. Department of Health and Human Services.

14. On July 2, 2012, the U.S. Justice Department announced that GSK would plead guilty and pay $3 billion to resolve federal civil and criminal inquiries arising from GSK's illegal promotion of some of its products, including Paxil, and its failure to report safety data.

15. During the entire time Paxil has been on the market in the United States, FDA regulations have required GSK to issue stronger warnings whenever there existed reasonable evidence of an association between a serious hazard and Paxil. The regulations specifically state that a causal link need not have been proven to issue the new warnings. Further, the regulations explicitly allowed GSK to issue such a warning without prior FDA approval.

16. Thus, prior to Laura Gray's pregnancy with Alyssa Gray, GSK had the knowledge, the means and the duty to provide the medical community and the consuming public with a stronger warning regarding the association between Paxil and birth defects through all means necessary including but not limited to labeling, continuing education, symposiums, posters, sales calls to doctors, advertisements and promotional materials, etc. GSK breached this duty.

17. Today, Paxil label warnings disclose that epidemiological studies have shown that infants exposed to paroxetine during pregnancy have an increased risk of congenital malformations.

18. The birth defects suffered by Alyssa Gray were a direct result of her mother's ingestion of Paxil during her pregnancy. Prior to the time Laura Gray ingested Paxil during her

pregnancy with Alyssa Gray, GSK knew or should have known that Paxil was associated with an increased risk of birth defects in babies of mothers who ingest Paxil during pregnancy.

19. GSK failed to disclose adequately the increased risk of congenital defects associated with Paxil use to the medical community and Plaintiffs. GSK was aware that its failure to disclose this information to the medical community and Plaintiffs would result in serious injury and/or death to the children or unborn fetuses of women who were prescribed Paxil by physicians who were not aware of this information. By failing to disclose this information to the medical community and Plaintiffs, GSK acted in a willful, wanton and outrageous manner and with evil disregard of the rights of Plaintiffs. This conduct caused serious and permanent injuries to Alyssa Gray from which Plaintiffs suffered damages.

INCORPROATION BY REFERENCE

20. Plaintiffs refer to and replead each and every allegation contained in Paragraphs 1 through 19, inclusive, of this Complaint, and by reference incorporate these paragraphs into each cause of action following and alleged herein.

COUNT I
NEGLIGENCE

21. Plaintiffs incorporate by reference all preceding paragraphs as if fully set forth herein.

22. At all times mentioned herein, GSK was under a duty to exercise reasonable care in the advertising, marketing, promotion, labeling, and distribution of Paxil to ensure that Paxil use did not result in avoidable injuries.

23. Alyssa Gray's injuries as described herein were caused by the negligence and misrepresentations of GSK though its agents, servants and/or employees acting within the course

and scope of their employment, including among other things:

a. Carelessly and negligently researching, manufacturing, selling, merchandising, advertising, promoting, labeling, analyzing, testing, distributing and marketing Paxil;

b. Failing to fully disclose testing results and other information in GSK's possession regarding the association between Paxil and congenital defects and malformations;

c. Negligently and carelessly failing to adequately warn the medical community, the general public, and Laura Gray of the dangers of using Paxil during pregnancy, including the knowledge that Paxil was a substance that would cross the placenta to the unborn fetus;

d. Negligently and carelessly promoting Paxil as safe and effective for use with pregnant women when, in fact, it was unsafe;

e. Negligently and carelessly failing to act as a reasonably prudent drug manufacturer; and

f. Negligently and carelessly over-promoting Paxil in a zealous and unreasonable way, without regard to the potential danger that it poses for an unborn fetus.

24. Before Laura Gray became pregnant with Alyssa Gray, GSK, based upon the state of knowledge as it existed at the time, knew or should have known that Paxil was unsafe for pregnant women and the developing fetus.

25. As a direct and proximate result of Laura Gray's use of Paxil during pregnancy, Alyssa Gray suffered from multiple birth defects and related conditions as set forth herein.

26. GSK's intentional disregard for the safety of users of Paxil, including Plaintiffs,

justifies an award of punitive damages.

COUNT II
NEGLIGENT PHARMACO-VIGILANCE

27. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

28. GSK has an ongoing duty of pharmaco-vigilance. As part of this duty, GSK is required to continually monitor, test and analyze data regarding the safety, efficacy and prescribing practices of its marketed drugs, including Paxil. GSK continually receives reports from its own clinical trials, practicing physicians, individual patients and regulatory authorities of adverse events that occur in patients taking Paxil and its other marketed drugs. Furthermore, GSK continues to conduct clinical trials for its marketed drugs long after a drug is approved for use. GSK has a duty to inform doctors, regulatory agencies and the public of new safety and efficacy information it learns, or should have learned, about its marketed drugs once that information becomes available to GSK, whether through GSK's clinical trials, other outside sources, or pharmaco-vigilance activities. Specifically, when GSK learns or should have learned of new safety information associated with its marketed drugs, GSK has a duty to promptly disseminate that data to the public. GSK has a duty to monitor epidemiological and pharmaco-vigilance data regarding its drugs and to promptly report any safety concerns that arise.

29. GSK breached this duty with respect to Plaintiffs. GSK, through various sources, including but not limited to clinical trials and other adverse event reports, learned that there was a substantial risk of birth defects associated with Paxil use during pregnancy and failed to inform doctors, regulatory agencies, and the public of this risk. GSK had the means and resources to

perform its pharmaco-vigilance duties for the entire time Paxil has been on the market in the United States.

30. As a direct and proximate result of Laura Gray's use of Paxil during pregnancy, Alyssa Gray suffered from multiple birth defects and related conditions.

31. GSK's intentional disregard for the safety of users of Paxil, including Plaintiffs, justifies an award of punitive damages.

COUNT III
STRICT LIABILITY – FAILURE TO WARN

32. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

33. At all times herein mentioned, Paxil was unsafe for use by pregnant women, and GSK knew or should have known that Paxil was unsafe.

34. At all times herein mentioned, Paxil use during pregnancy was associated with a significantly increased risk of serious birth defects, and GSK knew or should have known that Paxil is unsafe when taken during pregnancy.

35. At all times herein mentioned and before Laura Gray's ingestion of Paxil during her pregnancy, neither members of the medical community nor members of the general public, including Laura Gray, knew the extent to which Paxil was associated with birth defects.

36. Laura Gray used Paxil in the manner in which GSK intended it to be used.

37. Laura Gray used Paxil in the amount and manner and for the purpose recommended by GSK.

38. At all times material hereto, U.S.-marketed Paxil was not accompanied by complete and proper warnings for safe, informed use and the labeling accompanying Paxil did

not warn physicians in general, or Laura Gray or her physicians in particular, of the dangers inherent in its use, particularly of the drug's association with birth defects. Further, GSK oversold the benefits of Paxil, depriving physicians of necessary information needed to perform an adequate risk/benefit analysis. GSK failed to adequately warn doctors and the medical community of this dangerous risk using all media at its disposal, including but not limited to medical journal articles, sales representatives, Dear Doctor letters, presentations, conferences, medical school information and all of its promotional material and activities.

39. GSK promoted and maintained Paxil on the market with the knowledge of the unreasonable risk to the public in general and specifically to Plaintiffs.

40. GSK marketed Paxil by way of Direct to Consumer advertisements in markets including California.

41. Paxil, as used by Laura Gray during her pregnancy with Alyssa Gray in a reasonably anticipated manner, was defective and unreasonably dangerous when sold by GSK.

42. As a direct and proximate result of Laura Gray's use of Paxil during pregnancy, Alyssa Gray suffered from multiple birth defects and related conditions.

43. GSK's intentional disregard for the safety of users of Paxil, including Plaintiffs, justifies an award of punitive damages.

COUNT IV
STRICT LIABILITY – DESIGN DEFECT

44. GSK is a manufacturer and/or supplier of Paxil and is strictly liable to Plaintiffs for designing, creating, manufacturing, marketing, labeling, distributing, selling, and placing into the stream of commerce the product Paxil.

45. The product Paxil, that was manufactured, distributed and/or supplied by GSK, was

defective in design or formulation in that when it left the hands of the manufacturer, distributor and/or supplier, it was unreasonably dangerous. It was more dangerous than an ordinary consumer would expect and more dangerous than other forms of antidepressants.

46. The product Paxil, that was manufactured, distributed and/or supplied by GSK, was defective due to inadequate warnings or instructions because the manufacturer, supplier and/or distributor knew or should have known that the product created, among other things, when taken during pregnancy, a significantly increased risk of birth defects and abnormal development of the unborn child, and GSK failed to adequately warn of those risks.

47. The Paxil that was manufactured and/or supplied by GSK was defective due to inadequate pre-market testing.

48. The Paxil that was manufactured, distributed and/or supplied by GSK was defective due to GSK's failure to provide adequate initial warnings and post-marketing warnings or instruction after the manufacturer knew or should have known of the increased risk of birth defects and abnormal development of the unborn child from the mother's use of Paxil during pregnancy and continued to promote the product.

49. Alyssa Gray has suffered from physical injuries, the full extent of which has not yet been determined. As a direct and proximate result of the aforesaid conduct of GSK, Alyssa Gray sustained pain and suffering, mental anguish, disfigurement and the loss of enjoyment of the pleasures of life without the presence of birth defects, as well as general and special damages, in a sum in excess of the jurisdictional minimum of this Court.

50. As a direct and proximate result of the aforesaid conduct of GSK, Plaintiffs have sustained pecuniary loss resulting from the pain and suffering from each of Alyssa Gray’s respective congenital malformations, the procedures that she underwent and additional general

damages in a sum in excess of the jurisdictional minimum of this Court.

51. As a direct and proximate result of the aforesaid conduct of GSK, Plaintiffs have incurred past and future general and special damages and related expenses in an amount in excess of the jurisdictional minimum of this Court.

52. GSK's intentional disregard for the safety of users of Paxil, including Plaintiffs, justifies an award of punitive damages.

COUNT V
BREACH OF EXPRESS WARRANTY

53. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

54. At all times herein mentioned, GSK, by directly and indirectly advertising, marketing, and promoting Paxil for the treatment of women during child-bearing years, including during pregnancy, and by placing this drug in the stream of commerce knowing that Paxil would be prescribed to pregnant women in reliance upon the representations of GSK, expressly warranted to all foreseeable users of the drug, including Laura Gray, that Paxil was safe and effective for the treatment of women during pregnancy and without significant risk to the fetus.

55. Laura Gray relied upon the aforesaid express warranties by GSK.

56. Laura Gray's use of Paxil was consistent with the purposes for which GSK directly and indirectly advertised, marketed and promoted Paxil, and Laura Gray's use of Paxil was reasonably contemplated, intended, and foreseen by GSK at the time of the distribution and sale of Paxil by GSK. Therefore, Laura Gray' use of Paxil was within the scope of the above-described express warranties.

57. GSK breached the aforesaid express warranties because Paxil was not safe for the

treatment of women during pregnancy. Instead, Paxil exposed the developing fetus to a significant risk of serious injury.

58. As a direct and proximate result of Laura Gray's use of Paxil during pregnancy, Alyssa Gray suffered from multiple birth defects and related conditions.

59. GSK's intentional disregard for the safety of users of Paxil, including Plaintiffs, justifies an award of punitive damages.

COUNT VI
BREACH OF IMPLIED WARRANTY

60. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

61. GSK impliedly warranted in manufacturing, distributing, selling, advertising, marketing and promoting Paxil to all foreseeable users, including Laura Gray, that Paxil was safe and effective for the purposes for which it had been placed in the stream of commerce by GSK, including treatment of women of child-bearing years, including pregnant women, and that Paxil was reasonably safe, proper, merchantable and fit for the intended purpose, including for the treatment of women while they are pregnant and without significant risk to the fetus.

62. Laura Gray relied upon the aforesaid implied warranties by GSK.

63. Laura Gray's use of Paxil was consistent with the purposes for which GSK directly and indirectly advertised, marketed and promoted Paxil, and Laura Gray's use of Paxil was reasonably contemplated, intended, and foreseen by GSK at the time of the distribution and sale of Paxil by GSK. Therefore, Laura Gray's use of Paxil was within the scope of the above-described implied warranties.

64. GSK breached the aforesaid implied warranties because Paxil was not safe for the treatment of women during pregnancy. Instead, Paxil exposed the developing fetus to a significant risk of serious injury.

65. As a direct and proximate result of Laura Gray's use of Paxil during pregnancy, Alyssa Gray suffered from multiple birth defects and related conditions.

66. GSK's intentional disregard for the safety of users of Paxil, including Plaintiffs, justifies an award of punitive damages.

COUNT VII
NEGLIGENT MISREPRESENTATION

67. GSK, from the time that Paxil was first tested, studied, researched and first manufactured, marketed, distributed, and up to the present made misrepresentations, as previously mentioned, to Plaintiffs, Plaintiffs' physicians, and the general public, including but not limited to, the misrepresentation that Paxil was safe, fit and effective for human consumption at all times including during pregnancy. At all times relevant, GSK conducted a sales and marketing campaign to promote the sale of Paxil and to willfully deceive Plaintiffs, Plaintiffs' physicians, and the general public as to the health risks and consequences of the use of the product.

68. GSK made these representations without any reasonable ground for believing them to be true. These representations were made directly by GSK, by sales representatives, and other authorized agents of GSK, and in publications and other written materials directed to physicians, medical patients, and the public, with the intention of inducing reliance and the prescription, purchase and use of the subject product.

69. These representations by GSK were false in that Paxil was not safe, fit and effective for consumption by pregnant women. The use of Paxil is hazardous to health and has a significant

propensity to cause serious injuries to unborn children, including but not limited to the injuries suffered by Plaintiffs.

70. The representations by GSK were made with the intention of inducing reliance and the prescription, purchase and use of Paxil.

71. In reliance on the misrepresentations by GSK, Laura Gray was induced to use Paxil during her pregnancy with Alyssa Gray. If Laura Gray had known of the true facts and the facts concealed by GSK, she would not have used Paxil during her pregnancy with Alyssa Gray. Laura Gray's reliance upon GSK's misrepresentations was justified because such misrepresentations were made and conducted by individuals and entities that were in a position to know the true facts.

72. As a result of the negligent misrepresentations by GSK, Plaintiffs suffered injuries and damages.

73. Alyssa Gray has suffered from physical injuries, including cardiovascular defects, the full extent of which have not yet been determined. As a direct and proximate result of the aforesaid conduct of GSK, Plaintiffs sustained pain and suffering, mental anguish, disfigurement and the loss of enjoyment of the pleasures of life without the presence of birth defects, as well as general and special damages, in a sum in excess of the jurisdictional minimum of this court.

74. As a direct and proximate result of the aforesaid conduct of GSK, Plaintiffs have sustained pecuniary loss resulting from the pain and suffering from her congenital malformations, the procedures that she underwent and additional general damages in a sum in excess of the jurisdictional minimum of this Court.

75. As a direct and proximate result of the aforesaid conduct of GSK, Plaintiffs have incurred past and future general and special damages and related expenses in an amount in excess of the jurisdictional minimum of this Court.

76. GSK's intentional disregard for the safety of users of Paxil, including Plaintiffs, justifies an award of punitive damages.

COUNT VIII
FRAUD

77. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

78. In deciding whether to prescribe a drug, doctors do a risk/benefit assessment in determining which drug to prescribe. Because physicians, such as Laura Gray and her healthcare providers, rely on the information received about Paxil from various sources, such as product labeling, company literature and discussions with GSK's sales representatives, such information must be accurate and provide an unbiased picture of a drug's safety and efficacy in treating a condition. If the information is false or misleading, physicians, such as Laura Gray and her healthcare providers, cannot accurately assess the crucial risk/benefit balance for the patient or exercise professional judgment that is independent. Consequently, physicians, including Laura Gray and her healthcare providers, cannot act in accordance with the professional and fiduciary obligations owed to the patient, nor can the patient, in this instance, Laura Gray, give informed consent to the treatment.

79. Concealing adverse information and providing inaccurate or biased information that is material to a prescribing decision misleads the physician and the patient who relies on that physician's professional judgment, as was the case with Laura Gray and her healthcare providers. This misleading information, along with omissions of material facts related to the safety of Paxil, causes health care providers, patients and the general public to be misled about Paxil's risks and benefits and prevents doctors from making a proper risk/benefit assessment regarding the use of

Paxil during pregnancy. At the time Laura Gray became pregnant with Alyssa Gray, in flagrant and conscious disregard and indifference, GSK denied publicly that any connection between Paxil and birth defects existed and failed to take any measures to alert the public, the prescribing physicians, and the patients of the incipient dangers associated with Paxil during pregnancy.

80. GSK's advertising program, by affirmative misrepresentations and omissions, falsely and deceptively sought to create the image and impression that Paxil was safe for human use; had no, or no unacceptable, side effects; had fewer side effects than other antidepressants; and would not interfere with daily life.

81. GSK purposefully concealed, failed to disclose, misstated, downplayed and understated the health hazards and risks associated with the use of Paxil. GSK, through promotional literature, deceived potential users and prescribers of said drug by relying on only allegedly positive information, including testimonials from allegedly satisfied users, and manipulating statistics to suggest widespread acceptability, while concealing, misstating and downplaying the known adverse and serious health effects. GSK falsely and deceptively kept relevant information from potential Paxil users and minimized prescriber concerns regarding the safety and efficacy of Paxil.

82. In particular, in the materials disseminated by GSK, GSK falsely and deceptively misrepresented or omitted a number of material facts regarding the previously stated allegations, including but not limited to the following:

a. The presence and adequacy of testing of Paxil; and,

b. The severity and frequency of adverse congenital defects and malformations caused by Paxil use during pregnancy.

83. When said representations and/or omissions were made by GSK, GSK knew that the representations and/or omissions were false, or willfully, wantonly and recklessly disregarded whether the representations and/or omissions were true. These representations and/or omissions were made by GSK with the intent of defrauding and deceiving the public in general and the medical community and with the intent of inducing the public to take Paxil and the medical community to recommend, prescribe, and dispense Paxil to women for use during pregnancy.

84. The aforementioned misrepresentations by GSK were reasonably relied upon by Laura Gray and/or her healthcare providers to Plaintiffs' detriment.

85. As a direct and proximate result of Laura Gray's use of Paxil during pregnancy, Alyssa Gray suffered from multiple birth defects and related conditions.

86. GSK's intentional disregard for the safety of users of Paxil, including Plaintiffs, justifies an award of punitive damages.

PRAYER

WHEREFORE, Plaintiffs pray for a judgment against DEFENDANTS SMITHKLINE BEECHAM CORPORATION d/b/a GLAXOSMITHKLINE and GLAXOSMITHKLINE LLC, and as appropriate to each claim alleged and as appropriate to the particular standing of Plaintiffs as follows:

1. Past and future general damages, the exact amount of which has yet to be ascertained, in an amount which will conform to proof at time of trial;
2. Past and future economic and special damages according to proof at the time of trial;
3. Loss of earnings and impaired earning capacity according to proof at the time of trial;
4. Medical expenses, past and future, according to proof at the time of trial;

5. Past and future mental and emotional distress, according to proof at the time of trial;
6. Punitive or exemplary damages according to proof at the time of trial;
7. Attorney's fees;
8. Costs of suit incurred herein;
9. Pre-judgment interest as provided by law; and
10. Such other and further relief as the Court may deem just and proper.

JURY TRIAL DEMANDED

Plaintiffs demand a trial by jury on all issues so triable.

Dated: June 9, 2017

Respectfully submitted,

By: */s/ Francis "Casey" J. Flynn, Jr.*

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